CONTRACT



WMUR 100 South Commercial Street Manchester, NH 03101 (603)669-9999

	Contract / Revis	ion	Alt Order #
	937490 /	3	
Product candidate	-180 B W 1 1/10		
Contract Dates 08/14/12 - 09/03/12	Estimate # 1523 Sked A	1 W 1	
Advertiser Obama/D/President	a one many 192	2	Original Date / Revision 08/17/12 / 08/17/12

And:

GMMB 3050 K St, NW Washington, DC 20007 Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office WMUR Linda Magay Manchester Special Handling **Demographic** Adults 25-54 TDB# Advertiser Code Product Code 9912856 Agency Ref Advertiser Ref

						Spots/				
Line Ch Start		ate Description	on	Start/End Time	Days	Length Week	Rate	TypeS	pots	Amoun
1 WMUR08/14	/12 09/03/	12 5a Daybre	ak .	5-6a	1 - 2 3%	:30		NM	30	\$10,500.0
PREEMPTIB			nia.							
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/14/12	08/20/12	22222	10	\$350.00						
Week: 08/21/12 Week: 08/28/12	08/27/12 09/03/12	22222 22222	10	\$350.00						
			10	\$350.00	-					
2 WMUR08/14		Ti Singal I	ak	6-7a		:30		NM	30	\$21,000.0
PREEMPTIB										
Start Date Week: 08/14/12	End Date 08/20/12	Weekdays 22222	Spots/Week 10	<u>Rate</u> \$700.00						
Week: 08/21/12	08/27/12	22222	10	\$700.00				100		
Week: 08/28/12	09/03/12	22222	10	\$700.00						
11 - 111 - 12 - 1									10, 30, 1	
3 WMUR08/14/			ning America	7-9a		:30		NM	60	\$33,000.0
PREEMPTIB			On sta Attack	5-4-				7.0		
Start Date Week: 08/14/12	End Date 08/20/12	Weekdays 44444	Spots/Week 20	<u>Rate</u> \$550.00						
Week: 08/21/12	08/27/12	44444	20	\$550.00				T T		
Week: 08/28/12	09/03/12	44444	20	\$550.00						
4 WMUR08/14/			****			-00		202		
			EDAT	9AM-10AM		:30		NM	15	\$5,250.0
PREEMPTIBI Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/14/12	08/20/12	11111	5	\$350.00						
Week: 08/21/12	08/27/12	11111	5	\$350.00						
Week: 08/28/12	09/03/12	11111	5	\$350.00						
5 WMUR08/14/	/12 09/03/	12 Nate Berki	ıs	10-11a		:30	ara e vii	NM	15	\$3,000.0
PREEMPTIB			S0 = 1 H =	THE WITCHEST						ψο,σσσ.σ
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/14/12	08/20/12	11111	5	\$200.00						
Week: 08/21/12	08/27/12	11111	5	\$200.00						
Week: 08/28/12	09/03/12	11111	5	\$200.00						
6 WMUR08/14/	/12 09/03/	12 The View	t William E mi	11-12p		:30	A	NM	15	\$5,250.0
PREEMPTIBL	F WITH NO	TICE								\$5,200.0

(* Line Transactions: N = New, E = Edited, D = Deleted)

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	Contract / Revision 937490 / 3	Alt Order #
Contract Dates 08/14/12 - 09/03/12	Product candidate	Estimate # 1523 Sked A
Advertiser Obama/D/President		Original Date / Revision 08/17/12 / 08/17/12

Line Ch Start	Date End D	ate Description	on	Start/End Time	Days	Spots/ Length Week	Rate	TypeS	pots	Amou
Start Date Week: 08/14/12	End Date 08/20/12	Weekdays 11111	Spots/Week 5	<u>Rate</u> \$350.00						10 1001
Week: 08/21/12	08/27/12	11111	5	\$350.00						
Week: 08/28/12	09/03/12	11111	5	\$350.00						
7 WMUR08/14/				12-1230p	-	:30	- Jan 10	NM	15	\$5,250.
PREEMPTIB				12 1200p		Jacob Military		1414	15	ψυ,200
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/14/12	08/20/12	11111	5	\$350.00						
Week: 08/21/12	08/27/12	11111	5	\$350.00				/# . I		
Week: 08/28/12	09/03/12	11111	5	\$350.00	INV.					
8 WMUR08/14/	12 09/03/	12 Who Want	s to be a Milliona	air:1230-1p		:30		NM	15	\$3,750
PREEMPTIB										
Start Date	End Date	Weekdays	Spots/Week	Rate				-24		
Week: 08/14/12 Week: 08/21/12	08/20/12 08/27/12	11111 11111	5 5	\$250.00						
Week: 08/28/12	09/03/12	11111	5	\$250.00 \$250.00						
9 WMUR08/14/			TERNOON AME		4	:30		NM	45	60.750
PREEMPTIBI			I LHINOON AIVIE	niz-op		.30		INIVI	15	\$3,750.
Start Date	End Date	Weekdays	Spots/Week	Rate				20.50 E		
Week: 08/14/12	08/20/12	11111	5	\$250.00						
Week: 08/21/12	08/27/12	11111	5	\$250.00						
Week: 08/28/12	09/03/12	11111	5	\$250.00			ll vill ji jas			
10 WMUR08/14/	12 09/03/1	12 GENERAL	HOSPITAL	3p-4p	W Ye	:30		NM	15	\$3,750.
PREEMPTIBL	E WITH NO	TICE								
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/14/12	08/20/12	11111	5	\$250.00				20 10 10		
Week: 08/21/12	08/27/12	11111	5 5	\$250.00				1 - 1		
Week: 08/28/12	09/03/12		3	\$250.00					100 100 10	p 1000
11 WMUR08/14/				4PM-5PM		:30		NM	15	\$3,750.
PREEMPTIBI Start Date	End Date	Weekdays	Spots/Week	Rate				AT DO		
Week: 08/14/12	08/20/12	11111	5	\$250.00				name a n		
Week: 08/21/12	08/27/12	11111	5	\$250.00						
Week: 08/28/12	09/03/12	11111	5	\$250.00				X		
12 WMUR08/14/	12 09/03/1	2 News 9 at	5	5-6p	die IIIIII	:30		NM	24	\$16,800.
PREEMPTIBL	E WITH NO	TICE		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				90 A 1187		
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/14/12	08/20/12	MTWTF	8	\$700.00						
Week: 08/21/12	08/27/12	MTWTF	8	\$700.00				919 b		
Week: 08/28/12	09/03/12	MTWTF	8	\$700.00				_		
13 WMUR08/14/				6-7p	1	:30	113 B	NM	23	\$32,200.
				eperiod per agency						
Start Date Week: 08/14/12	End Date 08/20/12	Weekdays MTWTF	Spots/Week 8	<u>Rate</u> \$1,400.00				70000		
Week: 08/21/12	08/20/12	MTWTF	7	\$1,400.00				to a si		
Week: 08/28/12	09/03/12	MTWTF	8	\$1,400.00						
14 WMUR08/14/				7-730p		:30	-1-0	NM	14	¢7 700
PREEMPTIBL				, , , oop		.50		IAIVI	14	\$7,700.0
I I I I I I I I I I I I I I I I I I I	End Date	Weekdays	Spots/Week	Rate						

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Contract Dates 08/14/12 - 09/03/12	Product candidate	Estimate # 1523 Sked A
Advertiser Obama/D/President		Original Date / Revision 08/17/12 / 08/17/12

Line Ch Start	Start Date End Date Description		Start/End Time	Dave	Spots/ Days Length Week Rate			Type Spots		
Start Date	End Date	Weekdays	Spots/Week	Rate	Days	Length Week	nate	Types	pois	Amou
Week: 08/14/12	08/20/12	11111	5	\$550.00						
Week: 08/21/12	08/27/12	11111	5	\$550.00						
Spot Ch Da	te Range	Description	1	Start/End Time	Weekdays	<u>Length</u>	Rate	Type		
9 WMUR 08	/21/12-08/27	/12 Chronicle	NH	7-730p	MTuWThF-	:30	\$550.00	NM		
Credited										
	llars to other			000000						
Week: 08/28/12	09/03/12	11111	5	\$550.00		15 A 16				
15 WMUR08/14/			ent Tonight	730-8		:30		NM	14	\$9,800
PREEMPTIBI		-	On -4- 04/1-	Dete				to Vine		
Start Date Week: 08/14/12	End Date 08/20/12	<u>Weekdays</u> 11111	Spots/Week 5	<u>Rate</u> \$700.00						
Week: 08/21/12	08/27/12	11111	5	\$700.00						
	te Range	Description		Start/End Time	Weekdays	Length	Rate	Type		
		/12 Entertainm		730-8	MTuWThF-		\$700.00	NM		
Credited	7			1 N = 30 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 × =1=	.00	Ψ, σσ.σσ	74.01		
movevd do	llars to other	timeperiods						A		
Week: 08/28/12	09/03/12	11111	5	\$700.00		The Hills of				
16 WMUR08/14/	12 09/03/1	2 Nightline		1135p-1206a		:30	I To I July 18	NM	15	\$3,750
PREEMPTIBI	E WITH NO	TICE						Victoria de la constante de la		
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/14/12	08/20/12	11111	5	\$250.00				anna e		
Week: 08/21/12	08/27/12	11111	5	\$250.00						
Week: 08/28/12	09/03/12	11111	5	\$250.00						
17 WMUR08/14/	12 09/03/1	2 News 9 at 1	1	11-11:35p		:30		NM	15	\$16,500
PREEMPTIBL										
Start Date Week: 08/14/12	End Date 08/20/12	<u>Weekdays</u> 11111	Spots/Week 5	<u>Rate</u> \$1,100.00						
Week: 08/21/12	08/27/12	11111	5	\$1,100.00						
Week: 08/28/12	09/03/12	11111	5	\$1,100.00				er 2		
18 WMUR08/14/						-20		NIX	45	04.405
			nei	1205-105a		:30		NM	15	\$1,125
PREEMPTIBL Start Date	End Date	Weekdays	Spots/Week	Rate				FANE		
Week: 08/14/12	08/20/12	11111	5	\$75.00				-711		
Week: 08/21/12	08/27/12	11111	5	\$75.00				SV NEW		
Week: 08/28/12	09/03/12	11111	5	\$75.00						
19 WMUR08/27/	12 09/02/1	2 Bachelor Pa	d	Prime Other		:30	NOT THE	NM	1	\$4,000.
PREEMPTIBL				· iiiii o o u ioi		.00		14141	jawei in	Ψ+,000.
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 08/21/12	08/27/12	1		\$4,000.00						
Week: 08/28/12	09/03/12		0	\$4,000.00						
20 WMUR08/14/	12 08/28/1	2 Middle/Last	Man	8-9p		:30		NM	3	\$5,400.
PREEMPTIBL	E WITH NO	TICE								
Start Date	End Date	Weekdays	Spots/Week	Rate				Sue or the little		
Week: 08/14/12	08/20/12	-1	1	\$1,800.00						
Week: 08/21/12	08/27/12	-1	1, 3	\$1,800.00						
Week: 08/28/12	09/03/12	-1	1 <u>1 5</u>	\$1,800.00	0001111					
21 WMUR08/14/	10 00/00/4	2 NY Med		10-11p		:30		NM	2	\$3,600.

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	Contract / Revis 937490 /	sion Alt Order #
Contract Dates 08/14/12 - 09/03/12	Product candidate	Estimate # 1523 Sked A
Advertiser Ohama (D/Brasidant		Original Date / Revision

Line Ch Start Date End Date Description	Start/End Time	Days Len	Spots gth Week		Type S	Spots	Amou
Start Date End Date Weekdays Spots/Week	Rate				in g		101
Week: 08/14/12 08/20/12 -1 1	\$1,800.00						
Week: 08/21/12 08/27/12 -1 1	\$1,800.00						
Week: 08/28/12 09/03/12 -1 1	\$1,800.00						
Spot Ch Date Range Description	Start/End Time	Weekdays	Length	Rate	Type		
3 WMUR 08/28/12-09/03/12 NY Med Credited	10-11p	-Tu	:30	\$1,800.00	NM		
program preempted					100		
22 WMUR08/15/12 08/27/12 Final Witness	10-11p		:30	All less to	NM	3	\$4,600
PREEMPTIBLE WITH NOTICE	10116		.00		1414	J	Ψ4,000.
Start Date End Date Weekdays Spots/Week	Rate						
Week: 08/14/12 08/20/121 1	\$1,400.00						
Spot Ch Date Range Description	Start/End Time	Weekdays	<u>Length</u>	Rate	<u>Type</u>		
1 WMUR 08/14/12-08/20/12 Final Witness	10-11p	W	:30	\$1,400.00	NM		
See MG 22.3,22.4,22.5					er i emi		
3 WMUR 08/15/12-08/15/12 20/20	10-11p	W	:30	\$1,400.00	NM		
⊕ MG for 22.1,22.2,34.3							
program change. dollars remain same 4 WMUR 08/21/12-08/27/12 NY Med Finale	10.11n	lef .	.20	¢1 400 00	MM		
⊕ MG for 22.1,22.2,34.3	10-11p	W	:30	\$1,400.00	NM		
program change. dollars remain same							
5 WMUR 08/27/12-09/02/12 Chew/Primetime Fall	7-8p	Sı	:30	\$1,800.00	NM		
⊕ MG for 22.1,22.2,34.3					10 11 11		
program change. dollars remain same							
Week: 08/21/12 08/27/121 1	\$1,400.00						
Spot Ch Date Range Description	Start/End Time	Weekdays	<u>Length</u>	<u>Rate</u>	<u>Type</u>		
2 WMUR 08/21/12-08/27/12 Final Witness	10-11p	W	:30	\$1,400.00	NM		
See MG 22.3,22.4,22.5					100 10 10		
23 WMUR08/16/12 08/26/12 Time Mach Chefs/Wipeout	9-10p		:30		NM	2	\$8,000.
PREEMPTIBLE WITH NOTICE							
Start Date End Date Weekdays Spots/Week Week: 08/14/12 08/20/12 1 1	<u>Rate</u> \$4,000.00						
Week: 08/21/12	\$4,000.00						
			10=1 =7 =7			-	
24 WMUR08/17/12 08/31/12 20/20	Prime Other		:30		NM	2	\$5,000.
PREEMPTIBLE WITH NOTICE	Dete				5.1		
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 08/14/12	<u>Rate</u> \$2,500,00				roccan Bu		
Week: 08/21/12	\$2,500.00				39 I - 1		
Week: 08/28/12 09/03/121 1	\$2,500.00						
	Sa/Su 6-7a	1000	:30		104		04.050
	3a/3u 6-7a		.30		NM	6	\$1,350.
25 WMUR08/18/12 09/02/12 6a Weekend Daybreak					1 190 0		
PREEMPTIBLE WITH NOTICE	Rete						
	<u>Rate</u> \$225.00						
PREEMPTIBLE WITH NOTICE Start Date End Date Weekdays Spots/Week Week: 08/14/12 08/20/12 11 2	\$225.00				No.		
PREEMPTIBLE WITH NOTICE Start Date End Date Weekdays Spots/Week Week: 08/14/12 08/20/12 11 2					eni c		
PREEMPTIBLE WITH NOTICE Start Date End Date Weekdays Spots/Week Week: 08/14/12 08/20/12 11 2 Week: 08/21/12 09/03/12 11 2 Week: 08/28/12 09/03/12 11 2	\$225.00 \$225.00 \$225.00		:30		NIM	10	\$4 BOO
PREEMPTIBLE WITH NOTICE Start Date End Date Weekdays Spots/Week	\$225.00 \$225.00		:30		NM	12	\$4,800.
PREEMPTIBLE WITH NOTICE Start Date End Date Weekdays Spots/Week	\$225.00 \$225.00 \$225.00 7-9a		:30		NM	12	\$4,800.
PREEMPTIBLE WITH NOTICE Start Date End Date Weekdays Spots/Week	\$225.00 \$225.00 \$225.00		:30		NM	12	\$4,800.

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08/17/12 / 08/17/12



WMUR 100 South Commercial Street Manchester, NH 03101 (603)669-9999

	Contract / Revision 937490 / 3	Alt Order #	
Contract Dates 08/14/12 - 09/03/12	Product candidate	Estimate # 1523 Sked A	
Advertiser	Or	iginal Date / Revision	-

*Line	Ch Start	Date End D	ate Description		Start/End Time	Days	Spo Length Wee		Type S	pots	Amou
Week	Start Date : 08/28/12	End Date 09/03/12	Weekdays 22	Spots/Week 4	<u>Rate</u> \$400.00						T ST Vis
V 27 V	VMUR08/18	/12 09/02/	12 Weekend G	MA	9-10a	i suita k	:30		NM	5	\$2,000
	PREEMPTIB Start Date : 08/14/12	LE WITH NO End Date 08/20/12	OTICE <u>Weekdays</u> 11	Spots/Week 2	<u>Rate</u> \$400.00						
	: 08/21/12	08/27/12	1-	1	\$400.00						
	08/28/12	09/03/12	11	2	\$400.00						
		/12 08/26/		Veekend	6-7p		:30		NM	2	\$1,600.
	PREEMPTIB Start Date : 08/14/12	LE WITH NO End Date 08/20/12	TICE <u>Weekdays</u> 1-	Spots/Week	<u>Rate</u> \$800.00				7		
Week:	08/21/12	08/27/12	1	1	\$800.00			X			
29 V	VMUR09/01	/12 09/01/1	12 News 9 at 7		7-730p		:30		NM	1	\$800.
	PREEMPTIB Start Date : 08/28/12	LE WITH NO End Date 09/03/12	TICE <u>Weekdays</u> 1-	Spots/Week	<u>Rate</u> \$800.00						
30 V	VMUR08/18	/12 08/25/1	12 ET Weekend	1	7-8p		:30	na se Guille and	NM	2	\$400.
Week:	PREEMPTIB Start Date 08/14/12 08/21/12	LE WITH NO End Date 08/20/12 08/27/12	TICE <u>Weekdays</u> 2-	Spots/Week 2 2	<u>Rate</u> \$200.00 \$200.00						
	2 WMUR 08 Credited	te Range /21/12-08/27/ ars to other t		d	Start/End Time 7-8p	Weekdays S	<u>Length</u> a <i>:30</i>	<u>Rate</u> \$200.00	Type NM		
4	4 WMUR 08 Credited		/12 ET Weeken	d	7-8p	S	a :30	\$200.00	NM		
32 V	VMUR08/18/	12 08/18/1	2 Movie		Prime Other		:30	To see Year	NM	1	\$950.
	PREEMPTIBI Start Date 08/13/12	E WITH NO End Date 08/19/12	TICE <u>Weekdays</u> 1-	Spots/Week	<u>Rate</u> \$950.00						
33 V	VMUR08/19/	12 09/02/1	2 This Week w	ith Christiane	12n-1p		:30	1 1 1 1 1	NM	3	\$4,500.
	REEMPTIBI Start Date 08/13/12	E WITH NO End Date 08/19/12	TICE Weekdays	Spots/Week	<u>Rate</u> \$1,500.00						
	08/20/12	08/26/12	1	1 11000	\$1,500.00						
Week:	08/27/12	09/02/12	1	- 1	\$1,500.00						
34 V	VMUR08/19/	12 09/02/1	2 AFHV	Water W	7-8p	A 10, 1	:30		NM	2	\$3,600.0
	Start Date	E WITH NO	Weekdays	Spots/Week	Rate						
	08/13/12	08/19/12	1	y Mil M	\$1,800.00						
	08/20/12 08/27/12	08/26/12 09/02/12	1 1	1	\$1,800.00 \$1,800.00				V of Hell		
Spot		te Range	Description		Start/End Time	Weekdays	Length	Poto	Type		
	WMUR 08	/27/12-09/02/ 2.3,22.4,22.5			7- 8 p		<u>Length</u> -Sι <i>:30</i>	<u>Rate</u> \$1,800.00	Type NM		
	VMUR08/19/	12 09/02/1 E WITH NO		Loss	Prime Other		:30	YE IN THE	NM	2	\$8,000.0

Obama/D/President

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Contract Dates 08/14/12 - 09/03/12	Product candidate	Estimate # 1523 Sked A
Advertiser Obama/D/President		Original Date / Revision 08/17/12 / 08/17/12

Start Date	Line Ch Start Data E	d Data Descripti	on	Start/End Time		pots/				
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45 WMUR08/29/12 08/29/12 NETWORK POLITICAL PRO10-11p :30 NM 1 \$7.50										
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(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and untipayment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



	Contract / Revision 937490 / 3	Alt Order # Estimate # 1523 Sked A		
Contract Dates 08/14/12 - 09/03/12	Product candidate			
Advertiser Obama/D/President		Original Date / Revision 08/17/12 / 08/17/12		

*Line Ch Start	Date End Da	ate Descriptio	n	Start/End Time	Days	Spots/ Length Week	Rate	TypeS	pots	Amou
Start Date Week: 08/27/12	End Date 09/02/12	<u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$7,500.00						
N 46 WMUR08/30/		2 NETWORK	POLITICAL PR	O10-11p		:30		NM	1	\$7,500.
<u>Start Date</u> Week: 08/27/12	End Date 09/02/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$7,500.00						
		THE REPORT		CONTRACTOR	4 7	Totals	S	Δ.	427	\$280,550.0

Time Period		# of Spots	Gross Amount	Net Amount		
07/30/12	-08/26/12	263	\$168,425.00	\$143,161.25		
08/27/12	-09/03/12	164	\$112,125.00	\$95,306.25		
Totals	88	427	\$280,550.00	\$238,467.50		

Signature:	Date:

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercia
materials and other property fumi-	shed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts excep	

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereounless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]